

USDC SDNY DOCUMENT ELECTRONICALLY FILED DOC #: DATE FILED: 8/7/2024
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UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

ADRIENNE KEARNEY,

Plaintiff,

-against-

AMERICAN SIGN LANGUAGE INC.,

Defendant.

23-CV-4278 (BCM)

**ORDER**

**BARBARA MOSES, United States Magistrate Judge.**

The parties having settled their dispute, including a claim brought under the Fair Labor Standards Act, having placed the material terms of their settlement on the record on August 5, 2024, and having thereafter consented to Judge Moses's authority for all remaining proceedings pursuant to 28 U.S.C. § 636(c); and

The Second Circuit having instructed that "any Fair Labor Standards Act ('FLSA') settlement must be reviewed by the district court for compliance with that Act before the parties may dismiss a case with prejudice by joint stipulation pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii)," *Samake v. Thunder Lube, Inc.*, 24 F.4th 804, 807 (2d Cir. 2022) (citing *Cheeks v. Freeport Pancake House, Inc.*, 796 F.3d 199, 206-07 (2d Cir. 2015));

Now, therefore, it is hereby ORDERED that all deadlines previously set in this action are VACATED.

It is further ORDERED that the parties shall submit, no later than **August 28, 2024**:

(a) a joint letter demonstrating that their settlement is fair and reasonable and should be approved in light of the factors enumerated in *Wolinsky v. Scholastic Inc.*, 900 F. Supp. 2d 332, 335-36 (S.D.N.Y. 2012);

(b) a copy of their written settlement agreement, executed by all parties, which will be placed on the public docket, *see Wolinsky*, 900 F. Supp. 2d at 335; and

(c) counsel's contingency fee agreement (if any) and time and expense records, to the extent necessary to support any award of attorneys' fees and costs. *See Fisher v. SD Protection, Inc.*, 948 F. 3d 593, 606 (2d Cir. 2020) (the court's fairness review "extends to the reasonableness of attorneys' fees and costs").<sup>1</sup>

Dated: New York, New York  
August 7, 2024

**SO ORDERED.**



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**BARBARA MOSES**  
**United States Magistrate Judge**

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<sup>1</sup> Any proposed award of fees and costs must be memorialized in the written settlement agreement itself, signed by the parties. The contingency fee agreement (if any) and counsel's time and expense records, properly authenticated, *see Fisher*, 948 F.3d at 600, may be filed separately. If counsel believes a sealing order is warranted for these documents under the standard set forth in *Lugosch v. Pyramid Co. of Onondaga*, 435 F.3d 110 (2d Cir. 2006), and its progeny, she may request leave to file them under seal in accordance with Moses Ind. Prac. § 3.